

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SUZANA FILIPOVIC,

Plaintiff,
v.

COMPLAINT

CUSHMAN & WAKEFIELD, INC. and ICS BUILDERS,
INC.,

Defendants.

Plaintiff, by her attorneys MORGAN & MORGAN, NY PLLC, as and for her complaint,
respectfully alleges as follows:

NATURE OF THE ACTION

1. Plaintiff's complaint is rooted in negligence, carelessness, and/or recklessness.
2. Plaintiff is seeking monetary damages for serious and severe personal injuries that
she sustained in a premises incident.

THE PARTIES

3. At all times herein mentioned plaintiff SUZANA FILIPOVIC was and still is a
resident of Mercer County, New Jersey.

4. At all times herein mentioned, defendant CUSHMAN & WAKEFIELD, INC. was
and has been a domestic business corporation, organized and existing under the laws of State of
New York, with their principal place of business at 1290 Avenue of Americas, New York, New
York 10104.

5. At all times herein mentioned, defendant ICS BUILDERS was and has been a
domestic business corporation, organized and existing under the laws of State of New York, with
their principal place of business at 108 West 39th Street, 14th Floor, New York, New York 10018.

JURISDICTION AND VENUE

6. The parties are citizens of different states.
7. The amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and cost.
8. The foregoing confer this court with original jurisdiction over the subject matter of this complaint and over parties herein pursuant to 28 U.S. Code §1332.
9. Venue is proper and appropriate in the United States District Court Southern District of New York, pursuant to 28 U.S. Code §1391(b)(1), because defendants' principal places of business are in New York, New York, and were thereat at the time of the subject incident.
10. Venue is proper and appropriate in the United States District Court Southern District of New York, pursuant to 28 U.S. Code §1391(b)(2) because the premises incident, which is the subject matter of this action, occurred in the County of New York, New York.

FACTUAL BACKGROUND AND CAUSE OF ACTION

11. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. was an agent of the owner of the premises located at 3 United Nations Plaza, New York, New York 10017.
12. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. was authorized by the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 to maintain the aforesaid premises on the owner's behalf.
13. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. contracted with the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 to maintain the premises on the owner's behalf.

14. On and before, May 15, 2021, the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 expressly and impliedly authorized defendant CUSHMAN & WAKEFIELD, INC. to act under its control and on its behalf.

15. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. consented to act under the control of the owner of the premises located at 3 United Nations Plaza, New York, New York 10017, and on its behalf.

16. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. held itself out to the general public, as well as employees, tenants, and occupants of the premises located at 3 United Nations Plaza, New York, New York 10017, that it was an agent of the owner of the premises.

17. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. acted to the general public, as well as employees, tenants, and occupants of the premises located at 3 United Nations Plaza, New York, New York 10017, as an agent of the owner of the premises.

18. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. acted within the course and scope of the authority at the premises located at 3 United Nations Plaza, New York, New York 10017 that was granted by the owner of the premises.

19. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. did not delegate the premises management authority it had been given by the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 to any other entity, contractor, subcontractor, or individual.

20. On May 15, 2021, the rights, interests, benefits, and liabilities of defendant CUSHMAN & WAKEFIELD, INC. rose and fell with the owner of the premises located at 3 United Nations Plaza, New York, New York 10017.

21. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. was united in interest with the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 with regard to property maintenance, management, and safety.

22. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC.'s contract with the owner of the premises located at 3 United Nations Plaza, New York, New York 10017 to maintain the premises on the owner's behalf was in effect.

23. On and before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. failed to exercise reasonable care in the performance of its duties at 3 United Nations Plaza, New York, New York 10017.

24. On and about May 15, 2021, plaintiff detrimentally relied on the continued performance of contracting party defendant CUSHMAN & WAKEFIELD, INC.'s duties at 3 United Nations Plaza, New York, New York 10017.

25. On and about May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC. entirely displaced the owner's duty to maintain the premises at 3 United Nations Plaza, New York, New York 10017 in a reasonably safe condition.

26. On and about May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC.'s negligence in the performance of its duties launched a force of instrument or harm at the premises at 3 United Nations Plaza, New York, New York 10017.

27. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees maintained the premises located at 3 United Nations Plaza, New York, New York 10017.

28. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees managed the premises located at 3 United Nations Plaza, New York, New York 10017.

29. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees inspected the premises located at 3 United Nations Plaza, New York, New York 10017.

30. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, controlled the premises located at 3 United Nations Plaza, New York, New York 10017.

31. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, possessed the premises located at 3 United Nations Plaza, New York, New York 10017.

32. On and/or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, repaired the premises located at 3 United Nations Plaza, New York, New York 10017.

33. Before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees selected companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

34. Before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees hired companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

35. Before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees trained companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

36. Before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees supervised companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

37. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees had the right to stop work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

38. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees had the right to terminate companies and individuals at will in relation to work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

39. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees had the right to terminate companies and individuals for cause in relation to faulty or deficient work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

40. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees had the right to request correction of faulty or deficient work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

41. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, supervised work that was being performed by companies and

individuals of its choosing at the premises located at 3 United Nations Plaza, New York, New York 10017.

42. Before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, constructed the premises located at 3 United Nations Plaza, New York, New York 10017.

43. On or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, installed certain floor protection materials in a 3rd floor hallway and/or pathway within the premises located at 3 United Nations Plaza, New York, New York 10017.

44. On or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, entered into a contract for the installation of certain floor protection materials in the hallway and/or pathway on the 3rd floor of the premises located at 3 United Nations Plaza, New York, New York 10017.

45. On or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, entered into a contract regarding certain maintenance, inspection, and/or repair of a hallway and/or pathway on the 3rd floor of the premises located at 3 United Nations Plaza, New York, New York 10017.

46. On or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, hired, retained, and/or trained certain individuals to perform maintenance, inspection, repair, installation, renovation, and/or construction on a hallway and/or pathway on the 3rd floor, of the premises located at 3 United Nations Plaza, New York, New York 10017.

47. On and/or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, retained a right of entry to the premises located at 3 United Nations Plaza, New York, New York 10017.

48. On and/or before May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, entered upon the premises located at 3 United Nations Plaza, New York, New York 10017.

49. At all times herein mentioned, it was the duty of defendant CUSHMAN & WAKEFIELD, INC. to maintain premises located at 3 United Nations Plaza, New York, New York 10017 in a reasonably safe and suitable condition for employees, patrons, guests, and pedestrians, including but not limited to the plaintiff herein.

50. At all times herein mentioned, it was the duty of defendant CUSHMAN & WAKEFIELD, INC. to maintain the floor protection materials that were placed in connection with certain construction, renovation, and/or demolition work in the hallway and/or pathway on the 3rd floor within the premises located at 3 United Nations Plaza, New York, New York in a reasonably safe and suitable condition for employees, patrons, guests, and pedestrians, including but not limited to the plaintiff herein.

51. On May 15, 2021, defendant CUSHMAN & WAKEFIELD, INC., by its agents, servants, and/or employees, was performing work, labor, and/or services at the premises known as 3 United Nations Plaza, New York, New York.

52. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. hired various entities to provide and perform certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

53. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. directed certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

54. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. controlled certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

55. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. provided certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

56. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. entered into an agreement and/or contract (written or oral) with various entities to provide and perform work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

57. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. entered into an agreement and/or contract (written or oral) with defendant ICS BUILDERS, INC. to provide and perform work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York, which was in effect on May 15, 2021.

58. On or before May 15, 2021, defendant, CUSHMAN & WAKEFIELD, INC. entered into an agreement and/or contract (written or oral) with defendant ICS BUILDERS, INC. to provide and perform work, labor and/or services in the hallway and/or pathway on the 3rd floor located within at the premises known as 3 United Nations Plaza, New York, New York, which was in effect on May 15, 2021.

59. On and/or before May 15, 2021, defendant ICS BUILDERS, INC. contracted to perform certain construction, renovation, demolition, cleaning, and/or improvement work at the premises located at 3 United Nations Plaza, New York, New York 10017.

60. On and before May 15, 2021, defendant ICS BUILDERS, INC. failed to exercise reasonable care in the performance of its duties at 3 United Nations Plaza, New York, New York 10017.

61. On and about May 15, 2021, plaintiff detrimentally relied on the continued performance of contracting party defendant ICS BUILDERS, INC.'s duties at 3 United Nations Plaza, New York, New York 10017.

62. On and about May 15, 2021, defendant ICS BUILDERS, INC. entirely displaced another party's duty to maintain the premises at 3 United Nations Plaza, New York, New York 10017 in a reasonably safe condition.

63. On and about May 15, 2021, defendant ICS BUILDERS, INC.'s negligence in the performance of its duties launched a force of instrument or harm at the premises at 3 United Nations Plaza, New York, New York 10017

64. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees maintained the premises located at 3 United Nations Plaza, New York, New York 10017.

65. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees managed the premises located at 3 United Nations Plaza, New York, New York 10017.

66. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees inspected the premises located at 3 United Nations Plaza, New York, New York 10017.

67. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, controlled the premises located at 3 United Nations Plaza, New York, New York 10017.

68. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, possessed the premises located at 3 United Nations Plaza, New York, New York 10017

69. On and/or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, repaired the premises located at 3 United Nations Plaza, New York, New York 10017.

70. Before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees selected companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

71. Before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees hired companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

72. Before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees trained companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

73. Before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees supervised companies and individuals to conduct work at the premises located at 3 United Nations Plaza, New York, New York 10017.

74. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees had the right to stop work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

75. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees had the right to terminate companies and individuals at will in relation to work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

76. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees had the right to terminate companies and individuals for cause in relation to faulty or deficient work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

77. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees had the right to request correction of faulty or deficient work that was being performed at the premises located at 3 United Nations Plaza, New York, New York 10017.

78. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, supervised work that was being performed by companies and individuals of its choosing at the premises located at 3 United Nations Plaza, New York, New York 10017.

79. Before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, constructed the premises located at 3 United Nations Plaza, New York, New York 10017.

80. On or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, installed certain floor protection materials in a 3rd floor hallway and/or pathway within the premises located at 3 United Nations Plaza, New York, New York 10017.

81. On or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, entered into a contract for the installation of certain floor protection materials in the hallway and/or pathway on the 3rd floor of the premises located at 3 United Nations Plaza, New York, New York 10017.

82. On or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, entered into a contract regarding certain maintenance, inspection, and/or repair of a hallway and/or pathway on the 3rd floor of the premises located at 3 United Nations Plaza, New York, New York 10017.

83. On or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, hired, retained, and/or trained certain individuals to perform maintenance, inspection, repair, installation, renovation, and/or construction on a hallway and/or pathway on the 3rd floor, of the premises located at 3 United Nations Plaza, New York, New York 10017.

84. On and/or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, retained a right of entry to the premises located at 3 United Nations Plaza, New York, New York 10017.

85. On and/or before May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, entered upon the premises located at 3 United Nations Plaza, New York, New York 10017.

86. At all times herein mentioned, it was the duty of defendant ICS BUILDERS, INC. to maintain premises located at 3 United Nations Plaza, New York, New York 10017 in a reasonably safe and suitable condition for employees, patrons, guests, and pedestrians, including but not limited to the plaintiff herein.

87. At all times herein mentioned, it was the duty of defendant ICS BUILDERS, INC. to maintain the floor protection materials that were placed in connection with certain construction, renovation, and/or demolition work in the hallway and/or pathway on the 3rd floor within the premises located at 3 United Nations Plaza, New York, New York in a reasonably safe and suitable

condition for employees, patrons, guests, and pedestrians, including but not limited to the plaintiff herein.

88. On May 15, 2021, defendant ICS BUILDERS, INC., by its agents, servants, and/or employees, was performing work, labor, and/or services at the premises known as 3 United Nations Plaza, New York, New York.

89. On or before May 15, 2021, defendant, ICS BUILDERS, INC. hired various entities to provide and perform certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

90. On or before May 15, 2021, defendant, ICS BUILDERS, INC. directed certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

91. On or before May 15, 2021, defendant, ICS BUILDERS, INC. controlled certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

92. On or before May 15, 2021, defendant, ICS BUILDERS, INC. provided certain work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

93. On or before May 15, 2021, defendant, ICS BUILDERS, INC. entered into an agreement and/or contract (written or oral) with various entities to provide and perform work, labor and/or services at the premises known as 3 United Nations Plaza, New York, New York.

94. On May 15, 2021, plaintiff SUZANA FILIPOVIC was lawfully traversing a hallway and/or pathway on the 3rd floor of the premises located at 3 United Nations Plaza, New York, New York.

95. On May 15, 2021, plaintiff SUZANA FILIPOVIC was caused to fall due to dangerous, defective, obstructive, worn, tattered floor protective materials that had been left for an extended period of time in a hallway and/or pathway on the 3rd floor of the premises, near a restroom and UNICEF office located at 3 United Nations Plaza, New York, New York, thereby sustaining serious injuries and damages.

96. Plaintiff's injuries and damages referred to herein were caused solely by defendants, their agents, servants, and/or employees negligence, gross negligence, recklessness and carelessness, by permitting defective, dangerous, and hazardous conditions at said premises; which the defendants knew, or should have known, existed and continued to exist within said premises; by failing to warn plaintiff, of said dangerous, defective, and/or hazardous condition; in causing and/or creating and/or permitting the condition to exist at the aforesaid location and being in the nature of a dangerous, defective and/or hazardous condition; in failing to take the necessary steps and measures to protect the life and safety of plaintiff; and in being otherwise negligent, grossly negligent, reckless and/or careless in the ownership, maintenance, inspection, supervision, operation, control, and/or repair of the aforesaid premises; all the same being dangerous to the life and limb of persons having to traverse the same and more particularly, to plaintiff all of which defendants agents, servants, and/or employees had actual and constructive notice.

97. The aforementioned incident occurred solely as a result of defendants' negligence, without any negligence attributable in any measure to plaintiff SUZANA FILIPOVIC.

98. By reason of the foregoing and the negligence of the defendants, plaintiff SUZANA FILIPOVIC was severely injured, bruised, and wounded, suffered, still suffers, and will continue to suffer from physical pain and bodily injuries, and become sick, sore, lame and disabled.

99. By reason of the foregoing, plaintiff SUZANA FILIPOVIC was compelled to and did necessarily require medical aid and attention, and did necessarily pay and become liable therefor for medicines and upon information and belief, plaintiff will necessarily incur similar expenses.

100. Plaintiff demands as trial by jury in the above-captioned action, of all issues triable by a jury, pursuant to the Federal Rule of Civil Procedure 38.

WHEREFORE, plaintiff demands judgment against the defendants, jointly severally, individually and/or vicariously, on damages, costs, interest, counsel fees, as well as all other relief this court deems just and proper.

Dated: New York, New York
March 25, 2022

MORGAN & MORGAN NY PLLC

By: /s/ Kathleen E. Beatty
Kathleen E. Beatty, Esq.
Attorneys for Plaintiff
350 Fifth Avenue, Suite 6705
New York, New York 10118
(917) 344-7032
kbeatty@forthepeople.com